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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LUIS QUERO,

Plaintiff,

-v-

4260 BROADWAY CONDOMINIUM, *et. al*,

Defendants.  
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**ORDER**

16-CV-7227 (JLC)

**JAMES L. COTT, United States Magistrate Judge.**

Following a successful mediation of this wage-and-hour case conducted under my supervision on July 18, 2017, the parties have consented to my jurisdiction under 28 U.S.C. § 636(c) (Dkt. No. 31) and have now submitted a letter (Dkt. No. 32) along with their proposed settlement agreement (Dkt. No. 32-1) for my approval under *Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015). Courts generally recognize a “strong presumption in favor of finding a settlement fair” in cases like this one brought under the Fair Labor Standards Act (“FLSA”), as they are “not in as good a position as the parties to determine the reasonableness of an FLSA settlement.” *Souza v. 65 St. Marks Bistro*, No. 15-CV-327 (JLC), 2015 WL 7271747, at \*4 (S.D.N.Y. Nov. 6, 2015) (citation omitted).

Having reviewed the letter in support of the settlement and the proposed settlement agreement as well as having participated in a lengthy mediation that led to the settlement, the Court finds that the proposed settlement appears to be fair and reasonable under the totality of the circumstances (and in light of the factors enumerated in *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 332, 335 (S.D.N.Y. 2012)). Accordingly, the settlement is hereby approved.

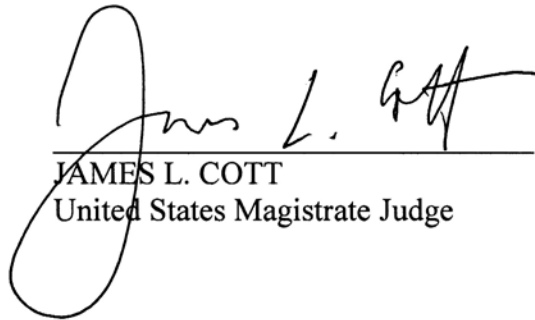
Given the Court’s approval of the settlement, this action is hereby dismissed and discontinued without costs, and without prejudice to the right to reopen the action no later than

**January 8, 2018** (*i.e.*, five business days after the last scheduled payment provided for in paragraph 1.a. of the Settlement Agreement) if the settlement is not consummated. To be clear, any application to reopen must be filed no later than January 8, 2018; any application to reopen filed thereafter may be denied solely on that basis.

Any pending motions are moot. The Clerk is directed to close this case.

**SO ORDERED.**

Dated: New York, New York  
August 23, 2017



A handwritten signature in black ink, appearing to read "James L. Cott", is written over a horizontal line. Below the line, the text "JAMES L. COTT" and "United States Magistrate Judge" is printed.

JAMES L. COTT  
United States Magistrate Judge